

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

KIM KILLPATRICK; JACQUES  
HOWARD; RITA KILLPATRICK,  
individually; Minors J.K., A.M., H.M,  
and J.M., by and through their  
Guardian Ad Litem RITA  
KILLPATRICK,

Plaintiffs

vs.

CITY OF LOS ANGELES, BERNARD  
PARKS; OFFICER CARROLL;  
OFFICER SAGHERA; OFFICER  
HAMERON; OFFICER SHEA;  
OFFICER ALLEN; OFFICER  
MASTERSON; OFFICER CHAIREZ;  
OFFICER ARANDA; OFFICER  
LANIGAN; SERGEANT RIVERS,  
DETECTIVE NGUYEN, and DOES 1  
through 10, inclusive,

Defendants.

CASE NO. CV 03-02258-ABC(AJWx)

Trial Judge: Honorable Audrey B. Collins  
Courtroom 680

Magistrate Judge: Hon. Andrew J. Wistrich  
Courtroom 690

**PROTECTIVE ORDER REGARDING  
DISCLOSURE OF CONFIDENTIAL  
INFORMATION**

Whereas Plaintiffs KIM KILLPATRICK; JACQUES HOWARD; RITA  
KILLPATRICK, individually; Minors J.K., A.M., H.M, and J.M., by and through their  
Guardian Ad Litem RITA KILLPATRICK, (hereinafter "Plaintiffs") and Defendants

1 CITY OF LOS ANGELES, MICHAEL SAGHERA, MAURICIO ARANDA, JAMES  
2 CARROLL, CHRISTOPHER ALLEN, ROBERT LANIGAN, HECTOR CHAIREZ, and  
3 RONALD MASTERSON (hereinafter "Defendants") have stipulated to the herein terms  
4 and conditions for the disclosure of confidential information whereas the City has agreed  
5 to produce personnel complaint investigations involving allegations of "false and/or  
6 misleading statements" involving only Defendants James Carroll and Michael Saghera  
7 for the five year period preceding the incident of April 1, 2002, which gives rise to this  
8 litigation, the Court hereby orders as follows:

9           1. Defendants may designate as confidential any document, writing, or  
10 other tangible item, that they, in good faith, believe contains information of a privileged,  
11 confidential, private or sensitive nature, by affixing to such document, writing or other  
12 tangible item, a legend, label or other marking such as "Confidential." Confidential  
13 Documents," "Confidential Material," "Subject to Protective Order" or words of similar  
14 effect. Documents, writings, or other tangible items, so designated, and all information  
15 derived therefrom (hereinafter, collectively referred to as "Confidential Information"),  
16 shall be treated in accordance with the terms of this stipulation and protective order.

17           2. If Plaintiffs' counsel believes that any document, writing or  
18 information that has been designated by Defendants as Confidential (or an equivalent  
19 designation) does not warrant that designation Plaintiffs' counsel will advise Defendants'  
20 counsel. The parties will attempt in good faith to resolve the question of whether the  
21 designation is warranted. If the parties are unable to resolve the matter informally, the  
22 disagreement will be resolved by the Magistrate Judge (or District Judge, if appropriate).  
23 Notwithstanding Plaintiffs' counsel belief that a document, writing or information that  
24 has been designated by Defendants as Confidential (or an equivalent designation) does  
25 not warrant that designation, Plaintiffs' counsel will continue to treat it as such in  
26 accordance with the terms of this Protective Order unless and until the parties agree  
27 otherwise or the Court orders otherwise.

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1           3. Confidential Information may be used by the persons receiving such  
2 information only for the purpose of this litigation.

3           4. Subject to the further conditions imposed by this stipulation,  
4 Confidential Information may be disclosed only to the following persons:

5                   (a) Counsel for the parties, parties, and to experts, investigators,  
6 paralegal assistants, office clerks, secretaries and other such personnel working under  
7 their supervision.

8                   (b) Such other parties as may be agreed by written stipulation  
9 among the parties hereto, or by Court order.

10           5. Prior to the disclosure of any Confidential Information to any person  
11 described in paragraph 4(a) or 4(b), counsel for the party that has received and seeks to  
12 use or disclose such Confidential Information shall first provide any such person with a  
13 copy of this stipulation, and shall cause him or her to execute, on a second copy which  
14 counsel shall thereafter serve on the other party the following acknowledgment:

15                   “I understand that I am being given access to Confidential  
16 Information pursuant to the foregoing stipulation and order. I  
17 have read the Order and agree to be bound by its terms with  
18 respect to the handling, use and disclosure of such Confidential  
19 Information.

20                   Dated: \_\_\_\_\_/s/\_\_\_\_\_”

21           6. Upon the final termination of this litigation, including any appeal  
22 pertaining thereto, all Confidential Information and all copies thereof shall be returned to  
23 the Defendant City of Los Angeles through the City Attorney’s Office. If this case , or  
24 any portion thereof, is remanded to the Los Angeles County Superior Court, all  
25 Confidential Information and all copies thereof shall immediately be returned to counsel  
26 for the City of Los Angeles.

27           7. If any party who receives Confidential Information receives a subpoena or  
28 other request seeking Confidential Information, he, she or it shall immediately give

1 written notice to the Defendants' counsel, identifying the Confidential Information  
2 sought and the time in which production or other disclosure is required, and shall object  
3 to the request or subpoena on the grounds of this stipulation so as to afford the  
4 Defendants an opportunity to obtain an order barring production or other disclosure, or to  
5 otherwise respond to the subpoena or other request for production or disclosure of  
6 Confidential Material. Other than objecting on the grounds of this stipulation, no party  
7 shall be obligated to seek an order barring production of Confidential Information, which  
8 obligation shall be borne by the Defendants. However, in no event should production or  
9 disclosure be made without written approval by the Defendants' counsel unless required  
10 by court order arising from a motion to compel production or disclosure of Confidential  
11 Information.

12           8. Any pleadings, motions, briefs, declarations, stipulations, exhibits or  
13 other written submissions to the Court in this litigation which contain, reflect,  
14 incorporate or refer to Confidential Information shall be filed and maintained under seal.  
15 If a document or pleading submitted to the Court, as described in this paragraph, makes  
16 only a general reference to any document or information contained therein covered by  
17 this protective order, but does not quote or described its contents in any specific way, and  
18 does not include the protected document itself, then the party or parties need not file it  
19 under seal.

20           9. The parties agree that the spirit of confidentiality as protected in this  
21 order will apply to all proceedings. To that end, before any protected document or any  
22 information derived therefrom is to be put forward, admitted into evidence, discussed in  
23 detail or otherwise publicized in Court, the party raising the protected document will  
24 inform the other parties and allow for a motion to the Court to close the proceedings to  
25 the public.

26           10. Nothing herein shall prejudice any party's rights to object to the  
27 introduction of any Confidential Information into evidence, on grounds including but not  
28 limited to relevance and privilege.

